

Exhibit M



20080215000182220

02/15/2008 10:55:07 AM MO 1/8



500 S. Nolen Drive, Ste 100
Southlake, TX 76092

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1103420422

RECD #3818911

ADJUSTABLE RATE LOAN MODIFICATION AGREEMENT

December 13, 2007

Loan Number : 7173

This Adjustable Rate Loan Modification Agreement ("Agreement"), made this 1st day of December 2007, ("Effective Date"), between TERRANCE P GORMAN and KAREN GORMAN ("Borrower") and GMAC Mortgage, LLC ("Lender"), amends and supplements that certain promissory note ("Note") dated May 9, 2005, in the original principal amount of Two Hundred Sixty Two Thousand Five Hundred Dollars And No Cents (\$262,500.00) executed by Borrower. The Note is secured by a Mortgage, Deed of Trust, or Deed to Secure Debt(the "Security Instrument"), dated the same date as the Note, and recorded on May 20, 2005 in Volume 5923 at page(s) 648 of the real property records of COLLIN County, Texas. Said Security Instrument, covers the real and if applicable personal property described in such Security Instrument, (the "Property") located at 2812 BROWNING DRIVE, PLANO TX, 75093-0000 which real property is more particularly described as follows:

See attached legal description.

Borrower acknowledges that Lender is the legal holder and the owner of the Note and Security Instrument and further acknowledges that if Lender transfers the Note, as amended by this Agreement, the *transferee shall be the "Lender" as defined in this Agreement*

Borrower has requested, and Lender has agreed, to extend or rearrange the time and manner of payment of the Note and to extend and carry forward the lien(s) on the Property whether or not created by the Security Instrument.

Now, therefore, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. Borrower acknowledges that as of the Effective Date, the amount payable under the Note and secured by the Security Instrument (the "Principal Balance") is Three Hundred Thousand Eight Hundred Thirty Six Dollars And Twenty Eight Cents (\$300,836.28). Borrower hereby renews and extends such indebtedness and promises to pay jointly and severally to the order of Lender the Principal Balance, consisting of the amounts(s) loaned to Borrower by Lender and any accrued but unpaid interest capitalized to date.
2. Interest will be charged on the unpaid Principal Balance until the full amount of principal has been

paid. Borrower will pay interest at the rate of 12.4900% per year from the Effective Date. The interest rate Borrower will pay will change in accordance with this Agreement. The interest rate required by this Agreement is the rate Borrower will pay both before and after any default under the terms of the Note, as amended by this Agreement.

3. Borrower promises to make monthly principal and interest payments of \$3,210.41, beginning on January 1, 2008, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on June 1, 2035 (the "Maturity Date"), Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date. Borrower will make such payments at 3451 Hammond Avenue, Waterloo, IA 50702 or at such other place as Lender may require.

4. The monthly payment may change based on changes in the unpaid principal of the loan and in the interest rate Borrower must pay. Lender will determine the new interest rate and the changed amount of the monthly payment in accordance with this Agreement. The interest rate the Borrower will pay may change as stated in the Note.

5. Beginning with the first Change Date, the interest rate will be based on the Index. The "Index" will be defined as in your Note.

6. Before each Change Date, Lender will calculate the new interest rate by adding 7.7500% Seven And Seventy Five percentage points to the Current Index. Lender will then round the result of this addition to the nearest on-eighth of one percentage point (0.125%). Lender will then determine the amount of the monthly payment that would be sufficient to repay the unpaid that Borrower is expected to owe at the Change Date in full on the Maturity Date at the new interest rate in substantially equal payments. The result of this calculation will be the new amount of the monthly payment. Borrower will pay the amount of the new monthly payment beginning on the first monthly payment after the Change Date until the amount of the monthly payment changes again. The monthly payments will be applied first to the payment of interest due and then to the principal.

7. The interest rate will never be greater than 16.4900% or less than 9.4900%.

8. Before the effective date of any change, Lender will deliver or mail to Borrower notice of any changes in the interest rate and the amount of the monthly payment. The notice will include information required by law to be given to Borrower and also the telephone number to contact with any questions that the Borrower may have. Unless applicable laws require a different method, any notice that must be given to Borrower under this Agreement will be given by delivering it or mailing it by first class mail to Borrower at the property address stated above or at a different address if Borrower gives Lender notice of Borrower's different address. Any notice that must be given to Lender under this Agreement will be given by mailing it first class mail to the Lender at the address stated in Paragraph 3 above or at a different address if Borrower is given notice of that different address.

9. If Lender has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, Lender reserves the right to charge Borrower a late charge. The amount of the charge will be the late charge percentage provided for in the Note multiplied by the overdue payment of principal and interest required under this Agreement. Borrower will pay this late charge promptly but only once on each late payment. The late charge is not in lieu of any other remedy of Lender, including any default remedy.

10. It is the intention of the parties that all liens and security interests described in the Security

Instrument are hereby renewed and extended (if the Maturity Date of the original Note has been changed) until the indebtedness evidenced by the Note and this Agreement has been fully paid. Lender and Borrower acknowledge and agree that such renewal, amendment, modification, rearrangement or extension (if applicable) shall in no manner affect or impair the Note or liens and security interests securing same, the purpose of this Agreement being simply to modify, amend rearrange or extend (if applicable) the time and the manner of payment of the Note and indebtedness evidenced thereby, and to carry forward all liens and security interests securing the Note, which are expressly acknowledged by Borrower to be valid and subsisting, and in full force and effect so as to fully secure the payment of the Note.

11. If all or any part of the Property or any interest in it is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by applicable law. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower. For purposes of this paragraph, "interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is transfer of title by Borrower at a future date to a purchaser.

12. As amended hereby, the provisions of the Note and Security instrument shall continue in full and effect, and the Borrower acknowledges and reaffirms Borrower's liability to Lender thereunder. In the event of any inconsistency between this Agreement and the terms of the Note and Security Instrument, this Agreement shall govern. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement, including but not limited to, in the case of the Borrower, the obligation to pay items such as taxes, insurance premiums or escrow items, as applicable. Any default by Borrower in the performance of its obligations herein contained shall constitute a default under the Note and Security Instrument, and shall allow Lender to exercise all of its remedies set forth in said Security Instrument.

13. Lender does not, by its execution of this Agreement, waive any rights it may have against any person not a party hereto. This Agreement may be executed in multiple counterparts, each of which shall constitute an original instrument, but all of which shall constitute one and the same Agreement. EACH OF THE BORROWER AND THE LENDER ACKNOWLEDGE THAT NO REPRESENTATIONS, AGREEMENTS OR PROMISES WERE MADE BY THE OTHER PARTY OR ANY OF ITS REPRESENTATIVES OTHER THAN THOSE REPRESENTATIONS, AGREEMENTS OR PROMISES SPECIFICALLY CONTAINED HEREIN. THIS AGREEMENT, AND THE NOTE AND SECURITY INSTRUMENT (AS AMENDED HEREBY) SETS FORTH THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES.

Executed effective as of the day and year first above written.

Executed effective as of the day and year first above written.

GMAC Mortgage, LLC

By Kristi M Caya
Kristi M Caya
Limited Signing Officer

LENDER ACKNOWLEDGMENT

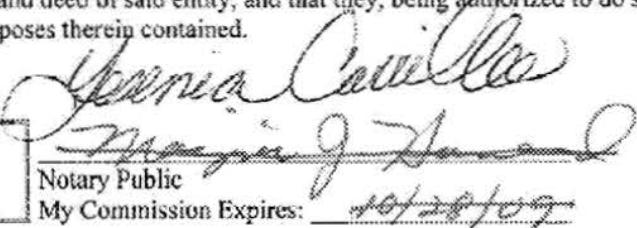
State of **IOWA**
County of **BLACK HAWK**

On this 27 day of January, 2009, before me, the undersigned, a Notary Public in and for said county and state, personally appeared KRISTI M. CAYA, personally known to me or identified to my satisfaction to be the person who executed the within instrument as Limited Signing Officer of GMAC Mortgage, LLC, and they duly acknowledged that said instrument is the act and deed of said entity, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Witness my hand and official seal.



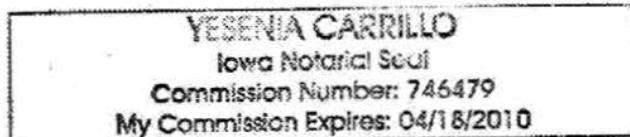
Marjorie J. Harned
My Commission Expires
10/28/2009



Witness

Signature _____

Print _____



Signature Marjorie J. Harned

Print Marjorie J. Harned



Witness

Signature Marjorie J. Harned

Print Marjorie J. Harned

Signature _____

Print _____

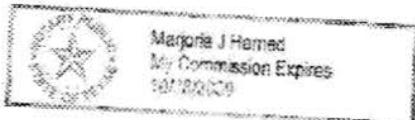


BORROWER ACKNOWLEDGMENT

State of **TEXAS**
County of **COLLIN**

On this 13th day of November, 2007, before me, the undersigned, a Notary Public in and for said county and state, personally appeared TERRANCE P GORMAN AND KAREN GORMAN, personally known to me or identified to my satisfaction to be the person(s) who executed the within instrument, and they duly acknowledged that said instrument is their act and deed, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Witness my hand and official seal.



Marjorie J. Herned
Notary Public
My Commission Expires: 10/28/09

ADDENDUM TO LOAN MODIFICATION AGREEMENT

This Addendum to the Loan Modification Agreement is made this 25th day of October, 2007 and is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement dated the same date as this Addendum by and between TERRANCE P GORMAN AND KAREN GORMAN(borrowers) and GMAC Mortgage Corporation, LLC (the Lender).

ADDITIONAL COVENANTS

In addition to the covenants and agreements made in the Loan Modification Agreement, Borrower and Lender further covenant and agree as follows:

1. Interest will be charged on the unpaid Principal Balance in accordance with the following schedule:

<u>YEAR</u>	<u>INTEREST RATE</u>	<u>EFFECTIVE DATE OF INTEREST RATE</u>
1	9.0000%	01/01/08
2	10.0000%	01/01/09
3	12.49%	01/01/10

2. The Borrower promises to make monthly payments on the first day of each month and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full in accordance with the following schedule:

MONTHLY PAYMENTEFFECTIVE DATE

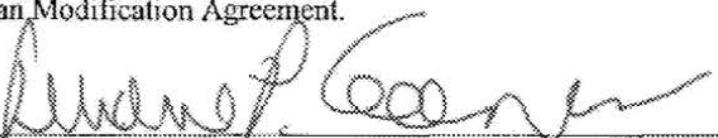
\$2,465.71(Principal & Interest) 01/01/08

\$2,676.29(Principal & Interest) 01/01/09

\$3,214.11(Principal & Interest) 01/01/10

3. Except as modified by the Addendum, nothing contained in this Addendum shall be deemed to modify or impair in any way any of the Borrower's obligations under the Note, the related Mortgage, Deed of Trust or Loan Modification Agreement or any other document executed by the Borrower in connection with the Mortgage, Deed of Trust or any other documents.

By signing below, the borrower accepts and agrees to the terms and covenants in this Addendum to Loan Modification Agreement.


TERRANCE P GORMAN

Date


KAREN GORMAN

Date

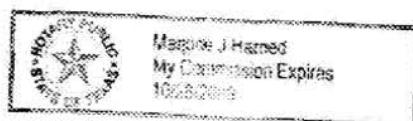
There personally appeared before me the above named, TERRANCE P GORMAN AND KAREN GORMAN

Acknowledge this to be their free act and deed, before me,


Notary Public

Date

My Commission Expires: 10/28/09



D. LEGAL DESCRIPTION:

BEING LOT 26, IN BLOCK 8, OF HIGHLANDS OF PRESTON RIDGE, PHASE TWO, AN ADDITION TO THE CITY OF PLANO, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 11, PAGE 603, OF THE MAP RECORDS OF COLLIN COUNTY, TEXAS.

PAGE 4

Filed and Recorded
Official Public Records
Stacey Kemp
Collin County, TEXAS
02/15/2008 10:56:07 AM
\$44.00 BPETERSON
20060215000162220



A handwritten signature in cursive script that reads "Stacey Kemp".



20080215000182220 02/15/2008 10:55:07 AM MD 1/8



500 S. Nolen Drive, Ste 100
Southlake, TX 76092

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11034204122

ORDER #3818911

ADJUSTABLE RATE LOAN MODIFICATION AGREEMENT

December 13, 2007

Loan Number: 7173

This Adjustable Rate Loan Modification Agreement ("Agreement"), made this 1st day of December 2007, ("Effective Date") between TERRANCE P GORMAN and KAREN GORMAN ("Borrower") and GMAC Mortgage, LLC ("Lender"), amends and supplements that certain promissory note ("Note") dated May 9, 2005, in the original principal amount of Two Hundred Sixty Two Thousand Five Hundred Dollars And No Cents (\$262,500.00) executed by Borrower. The Note is secured by a Mortgage, Deed of Trust, or Deed to Secure Debt(the "Security Instrument"), dated the same date as the Note, and recorded on May 20, 2005 in Volume 5923 at page(s) 648 of the real property records of COLLIN County, Texas. Said Security Instrument, covers the real and if applicable personal property described in such Security Instrument, (the "Property") located at 2812 BROWNING DRIVE, PLANO TX, 75093-0900 which real property is more particularly described as follows:

See attached legal description.

Borrower acknowledges that Lender is the legal holder and the owner of the Note and Security Instrument and further acknowledges that if Lender transfers the Note, as amended by this Agreement, the transferee shall be the "Lender" as defined in this Agreement

Borrower has requested, and Lender has agreed, to extend or rearrange the time and manner of payment of the Note and to extend and carry forward the lien(s) on the Property whether or not created by the Security Instrument.

Now, therefore, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. Borrower acknowledges that as of the Effective Date, the amount payable under the Note and secured by the Security Instrument (the "Principal Balance") is Three Hundred Thousand Eight Hundred Thirty Six Dollars And Twenty Eight Cents (\$300,836.28). Borrower hereby renews and extends such indebtedness and promises to pay jointly and severally to the order of Lender the Principal Balance, consisting of the amounts(s) loaned to Borrower by Lender and any accrued but unpaid interest capitalized to date.
2. Interest will be charged on the unpaid Principal Balance until the full amount of principal has been

paid. Borrower will pay interest at the rate of 12.4900% per year from the Effective Date. The interest rate Borrower will pay will change in accordance with this Agreement. The interest rate required by this Agreement is the rate Borrower will pay both before and after any default under the terms of the Note, as amended by this Agreement.

3. Borrower promises to make monthly principal and interest payments of \$3,210.41, beginning on January 1, 2008, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on June 1, 2035 (the "Maturity Date"), Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date. Borrower will make such payments at 3451 Hammond Avenue, Waterloo, IA 50702 or at such other place as Lender may require.

4. The monthly payment may change based on changes in the unpaid principal of the loan and in the interest rate Borrower must pay. Lender will determine the new interest rate and the changed amount of the monthly payment in accordance with this Agreement. The interest rate the Borrower will pay may change as stated in the Note.

5. Beginning with the first Change Date, the interest rate will be based on the Index. The "Index" will be defined as in your Note.

6. Before each Change Date, Lender will calculate the new interest rate by adding 7.7500% Seven And Seventy Five percentage points to the Current Index. Lender will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Lender will then determine the amount of the monthly payment that would be sufficient to repay the unpaid that Borrower is expected to owe at the Change Date in full on the Maturity Date at the new interest rate in substantially equal payments. The result of this calculation will be the new amount of the monthly payment. Borrower will pay the amount of the new monthly payment beginning on the first monthly payment after the Change Date until the amount of the monthly payment changes again. The monthly payments will be applied first to the payment of interest due and then to the principal.

7. The interest rate will never be greater than 16.4900% or less than 9.4900%.

8. Before the effective date of any change, Lender will deliver or mail to Borrower notice of any changes in the interest rate and the amount of the monthly payment. The notice will include information required by law to be given to Borrower and also the telephone number to contact with any questions that the Borrower may have. Unless applicable laws require a different method, any notice that must be given to Borrower under this Agreement will be given by delivering it or mailing it by first class mail to Borrower at the property address stated above or at a different address if Borrower gives Lender notice of Borrower's different address. Any notice that must be given to Lender under this Agreement will be given by mailing it first class mail to the Lender at the address stated in Paragraph 3 above or at a different address if Borrower is given notice of that different address.

9. If Lender has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, Lender reserves the right to charge Borrower a late charge. The amount of the charge will be the late charge percentage provided for in the Note multiplied by the overdue payment of principal and interest required under this Agreement. Borrower will pay this late charge promptly but only once on each late payment. The late charge is not in lieu of any other remedy of Lender, including any default remedy.

10. It is the intention of the parties that all liens and security interests described in the Security

Instrument are hereby renewed and extended (if the Maturity Date of the original Note has been changed) until the indebtedness evidenced by the Note and this Agreement has been fully paid. Lender and Borrower acknowledge and agree that such renewal, amendment, modification, rearrangement or extension (if applicable) shall in no manner affect or impair the Note or liens and security interests securing same, the purpose of this Agreement being simply to modify, amend rearrange or extend (if applicable) the time and the manner of payment of the Note and indebtedness evidenced thereby, and to carry forward all liens and security interests securing the Note, which are expressly acknowledged by Borrower to be valid and subsisting, and in full force and effect so as to fully secure the payment of the Note.

11. If all or any part of the Property or any interest in it is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by applicable law. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security instrument. If Borrower fails to pay these sums prior to the expiration of this period, lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower. For purposes of this paragraph, "interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is transfer of title by Borrower at a future date to a purchaser.

12. As amended hereby, the provisions of the Note and Security instrument shall continue in full and effect, and the Borrower acknowledges and reaffirms Borrower's liability to Lender thereunder. In the event of any inconsistency between this Agreement and the terms of the Note and Security Instrument, this Agreement shall govern. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement, including but not limited to, in the case of the Borrower, the obligation to pay items such as taxes, insurance premiums or escrow items, as applicable. Any default by Borrower in the performance of its obligations herein contained shall constitute a default under the Note and Security Instrument, and shall allow Lender to exercise all of its remedies set forth in said Security Instrument.

13. Lender does not, by its execution of this Agreement, waive any rights it may have against any person no: a party hereto. This Agreement may be executed in multiple counterparts, each of which shall constitute an original instrument, but all of which shall constitute one and the same Agreement. EACH OF THE BORROWER AND THE LENDER ACKNOWLEDGE THAT NO REPRESENTATIONS, AGREEMENTS OR PROMISES WERE MADE BY THE OTHER PARTY OR ANY OF ITS REPRESENTATIVES OTHER THAN THOSE REPRESENTATIONS, AGREEMENTS OR PROMISES SPECIFICALLY CONTAINED HEREIN. THIS AGREEMENT, AND THE NOTE AND SECURITY INSTRUMENT (AS AMENDED HEREBY) SETS FORTH THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES.

Executed effective as of the day and year first above written.

Executed effective as of the day and year first above written.

GMAC Mortgage, LLC

By Kristi M Caya
Kristi M Caya
Limited Signing Officer

LENDER ACKNOWLEDGMENT

State of **IOWA**
County of **BLACK HAWK**

On this 27 day of January, 20 09 before me, the undersigned, a Notary Public in and for said county and state, personally appeared KRISTI M. CAYA, personally known to me or identified to my satisfaction to be the person who executed the within instrument as Limited Signing Officer of GMAC Mortgage, LLC, and they duly acknowledged that said instrument is the act and deed of said entity, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Witness my hand and official seal.



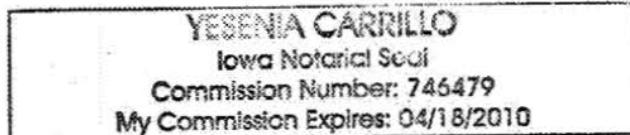
Marjorie J. Harned
My Commission Expires
10/28/2009

Marjorie J. Harned
Notary Public
My Commission Expires: 10/28/09

Witness

Signature _____

Print _____



Signature Marjorie J. Harned

Print Marjorie J. Harned

Terry P. Gorman
TERRANCE P. GORMAN
(Borrower)

Witness

Signature Marjorie J. Harned

Print Marjorie J. Harned

Signature _____

Print _____

Karen Gorman
KAREN GORMAN
(Borrower)

BORROWER ACKNOWLEDGMENT

State of **TEXAS**
County of **COLLIN**

On this 13th day of November, 2007, before me, the undersigned, a Notary Public in and for said county and state, personally appeared TERRANCE P GORMAN AND KAREN GORMAN, personally known to me or identified to my satisfaction to be the person(s) who executed the within instrument, and they duly acknowledged that said instrument is their act and deed, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Witness my hand and official seal.



Marjorie J. Harned
Notary Public
My Commission Expires: 10/18/09

ADDENDUM TO LOAN MODIFICATION AGREEMENT

This Addendum to the Loan Modification Agreement is made this 25th day of October, 2007 and is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement dated the same date as this Addendum by and between TERRANCE P GORMAN AND KAREN GORMAN(borrowers) and GMAC Mortgage Corporation, LLC (the Lender).

ADDITIONAL COVENANTS

In addition to the covenants and agreements made in the Loan Modification Agreement, Borrower and Lender further covenant and agree as follows:

1. Interest will be charged on the unpaid Principal Balance in accordance with the following schedule:

<u>YEAR</u>	<u>INTEREST RATE</u>	<u>EFFECTIVE DATE OF INTEREST RATE</u>
1	9.0000%	01/01/08
2	10.000%	01/01/09
3	12.49%	01/01/10

2. The Borrower promises to make monthly payments on the first day of each month and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full in accordance with the following schedule:

MONTHLY PAYMENTEFFECTIVE DATE

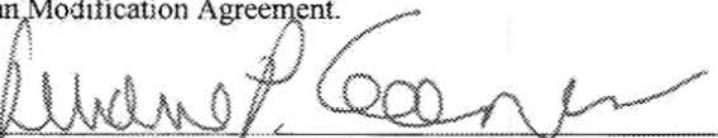
\$2,465.71(Principal & Interest) 01/01/08

\$2,676.29(Principal & Interest) 01/01/09

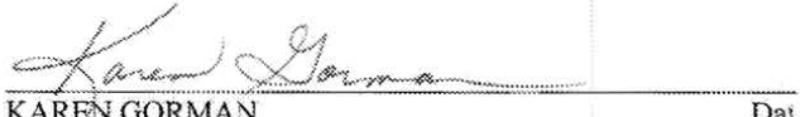
\$3,214.11(Principal & Interest) 01/01/10

3. Except as modified by the Addendum, nothing contained in this Addendum shall be deemed to modify or impair in any way any of the Borrower's obligations under the Note, the related Mortgage, Deed of Trust or Loan Modification Agreement or any other document executed by the Borrower in connection with the Mortgage, Deed of Trust or any other documents.

By signing below, the borrower accepts and agrees to the terms and covenants in this Addendum to Loan Modification Agreement.


TERRANCE P GORMAN

Date


KAREN GORMAN

Date

There personally appeared before me the above named, TERRANCE P GORMAN AND KAREN GORMAN

Acknowledge this to be their free act and deed, before me,

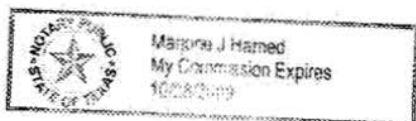

Notary Public

11-13-07

Date

My Commission Expires:

10/28/09



D. LEGAL DESCRIPTION:

BEING LOT 26, IN BLOCK 8, OF HIGHLANDS OF PRESTON RIDGE, PHASE TWO, AN ADDITION TO THE CITY OF PLANO, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 11, PAGE 603, OF THE MAP RECORDS OF COLLIN COUNTY, TEXAS.

PAGE 4

Filed and Recorded
Official Public Records
Stacey Kemp
Collin County, TEXAS
02/15/2008 10:55:07 AM
\$44.00 BPETERSON
20080215000182220



Record & Return To:

GMAC Mortgage, LLC
Attention: Loss Mitigation
3451 Hammond Avenue
Waterloo, IA 50702

[Space Above This Line For Recorder's Use]

ADJUSTABLE RATE LOAN MODIFICATION AGREEMENT

October 25, 2007

Loan Number: [REDACTED] 7173

This Loan Modification Agreement ("Agreement") made this 1st day of December, 2007, ("Effective Date") between TERRANCE P GORMAN AND KAREN GORMAN ("Borrowers") and GMAC Mortgage, LLC ("Lender"), amends and supplements that certain promissory note ("Note") dated May 9, 2005 in the original principal amount of U.S. \$262,500.00 executed by Borrower. The Note is secured by a Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated the same date as the Note, and recorded in the real property records of COLLIN County, Texas. Said Security Instrument covers the real and, if applicable, personal property described in such Security Instrument (the "Property") located at 2812, BROWNING DRIVE, PLANO TX, 75093-0000 which real property is more particularly described as follows:

See attached Sheet

Borrower acknowledges that Lender is the legal holder and the owner of the Note and Security Instrument and further acknowledges that if Lender transfers the Note, as amended by this Agreement, the transferee shall be the "Lender" as defined in this Agreement.

Borrower has requested, and Lender has agreed, to extend or rearrange the time and manner of payment of the Note and to extend and carry forward the lien(s) on the Property whether or not created by the Security Instrument.

Now, therefore, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. Borrower acknowledges that as of the Effective Date, the amount payable under the Note and secured by the Security Instrument (the "Principal Balance") is \$300,836.28 Borrower hereby renews and extends such indebtedness and promises to pay jointly and severally to the order of Lender the Principal Balance, consisting of the amount(s) loaned to Borrower by Lender and any accrued but unpaid interest capitalized to date.

2. Interest will be charged on the unpaid Principal Balance until the full amount of principal has been paid. Borrower will pay interest at the rate of 9.0000% per year from the Effective Date. SEE ATTACHED ADDENDUM.

3. Borrower promises to make initial monthly payments of \$2,465.71, beginning on January 1, 2008 (SEE ATTACHED ADDENDUM), and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on June 1, 2035 (the "Maturity Date"), Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity

Date. Borrower will make such payments at 3451 Hammond Avenue, Waterloo, IA 50702 or at such other place as Lender may require. The amounts indicated in this paragraph do not include any required escrow payments for items such as hazard insurance or property taxes; if such escrow payments are required the monthly payments will be higher and may change as the amounts required for escrow items change.

4. If Lender has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, Lender reserves the right to charge Borrower a late charge. The amount of the charge will be the late charge percentage provided for in the Note multiplied by the overdue payment of principal and interest required under this Agreement. Borrower will pay this late charge promptly but only once on each late payment. The late charge is not in lieu of any other remedy of Lender, including any default remedy.

5. It is the intention of the parties that all liens and security interests described in the Security Instrument are hereby renewed and extended (if the Maturity Date of the original Note has been changed) until the indebtedness evidenced by the Note and this Agreement has been fully paid. Lender and Borrower acknowledge and agree that such renewal, amendment, modification, rearrangement or extension (if applicable) shall in no manner affect or impair the Note or liens and security interests securing same, the purpose of this Agreement being simply to modify, amend rearrange or extend (if applicable) the time and the manner of payment of the Note and indebtedness evidenced thereby, and to carry forward all liens and security interests securing the Note, which are expressly acknowledged by Borrower to be valid and subsisting, and in full force and effect so as to fully secure the payment of the Note.

6. If all or any part of the Property or any interest in it is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by applicable law. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower. For purposes of this paragraph, "interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is transfer of title by Borrower at a future date to a purchaser.

7. As amended hereby, the provisions of the Note and Security Instrument shall continue in full force and effect, and the Borrower acknowledges and reaffirms Borrower's liability to Lender thereunder. In the event of any inconsistency between this Agreement and the terms of the Note and Security Instrument, this Agreement shall govern. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement, including but not limited to, in the case of the Borrower, the obligation to pay items such as taxes, insurance premiums or escrow items, as applicable. Any default by Borrower in the performance of its obligations herein contained shall constitute a default under the Note and Security Instrument, and shall allow Lender to exercise all of its remedies set forth in said Security Instrument.

8. Lender does not, by its execution of this Agreement, waive any rights it may have against any person not a party hereto. This Agreement may be executed in multiple counterparts, each of which shall constitute an original instrument, but all of which shall constitute one and the same Agreement. EACH OF THE BORROWER AND THE LENDER ACKNOWLEDGE THAT NO REPRESENTATIONS, AGREEMENTS OR PROMISES WERE MADE BY THE OTHER PARTY OR ANY OF ITS REPRESENTATIVES OTHER THAN THOSE REPRESENTATIONS, AGREEMENTS OR PROMISES SPECIFICALLY CONTAINED HEREIN. THIS AGREEMENT, AND THE NOTE AND SECURITY INSTRUMENT (AS AMENDED HEREBY) SETS FORTH THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES.

Executed effective as of the day and year first above written.

GMAC Mortgage, LLC

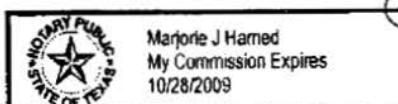
By Kristi M Caya
Kristi M Caya
Limited Signing Officer

LENDER ACKNOWLEDGMENT

State of **IOWA**
County of **BLACK HAWK**

On this 10 day of November, 20 07 before me, the undersigned, a Notary Public in and for said county and state, personally appeared KRISTI M. CAYA, personally known to me or identified to my satisfaction to be the person who executed the within instrument as Limited Signing Officer of GMAC Mortgage, LLC, and they duly acknowledged that said instrument is the act and deed of said entity, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Witness my hand and official seal.



Marjorie J. Harned
Notary Public
My Commission Expires: 10/28/09

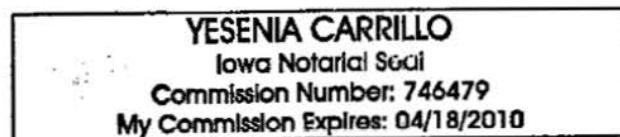
Witness

Signature _____

Print _____

Signature Marjorie J. Harned

Print Marjorie J. Harned



Terrence P. Gorman
TERRENCE P. GORMAN
(Borrower)

Witness

Signature Marjorie J. Harned

Print Marjorie J. Harned

Signature _____

Print _____

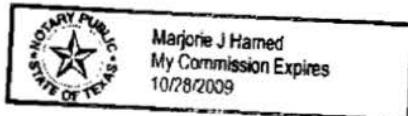


BORROWER ACKNOWLEDGMENT

State of **TEXAS**
County of **COLLIN**

On this 13th day of November, 2007, before me, the undersigned, a Notary Public in and for said county and state, personally appeared TERRANCE P GORMAN AND KAREN GORMAN, personally known to me or identified to my satisfaction to be the person(s) who executed the within instrument, and they duly acknowledged that said instrument is their act and deed, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Witness my hand and official seal.



Marjorie J. Harned
Notary Public
My Commission Expires: 10/28/09

ADDENDUM TO LOAN MODIFICATION AGREEMENT

This Addendum to the Loan Modification Agreement is made this 25th day of October, 2007 and is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement dated the same date as this Addendum by and between TERRANCE P GORMAN AND KAREN GORMAN(borrowers) and GMAC Mortgage Corporation, LLC (the Lender).

ADDITIONAL COVENANTS

In addition to the covenants and agreements made in the Loan Modification Agreement, Borrower and Lender further covenant and agree as follows:

1. Interest will be charged on the unpaid Principal Balance in accordance with the following schedule:

<u>YEAR</u>	<u>INTEREST RATE</u>	<u>EFFECTIVE DATE OF INTEREST RATE</u>
1	9.0000%	01/01/08
2	10.000%	01/01/09
3	12.49%	01/01/10

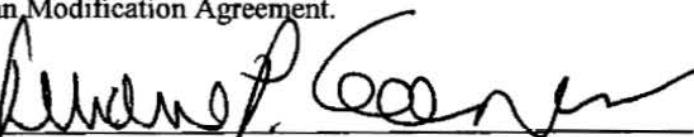
2. The Borrower promises to make monthly payments on the first day of each month and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full in accordance with the following schedule:

MONTHLY PAYMENTEFFECTIVE DATE

\$2,465.71(Principal & Interest)	01/01/08
\$2,676.29(Principal & Interest)	01/01/09
\$3,214.11(Principal & Interest)	01/01/10

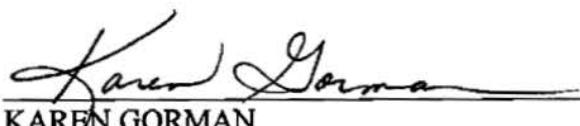
3. Except as modified by the Addendum, nothing contained in this Addendum shall be deemed to modify or impair in any way any of the Borrower's obligations under the Note, the related Mortgage, Deed of Trust or Loan Modification Agreement or any other document executed by the Borrower in connection with the Mortgage, Deed of Trust or any other documents.

By signing below, the borrower accepts and agrees to the terms and covenants in this Addendum to Loan Modification Agreement.



TERRANCE P GORMAN

Date

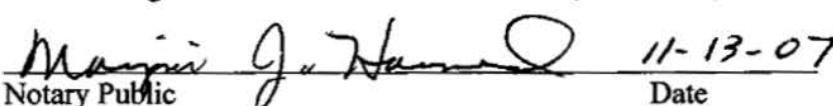


KAREN GORMAN

Date

There personally appeared before me the above named, TERRANCE P GORMAN AND KAREN GORMAN

Acknowledge this to be their free act and deed, before me,



Notary Public11-13-07
Date

My Commission Expires: 10/28/09

